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[Additional counsel listed on signature page]

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION**

GENTEX CORPORATION and INDIGO
 TECHNOLOGIES, LLC,

Plaintiffs,

THALES VISIONIX, INC.,

Involuntary Plaintiff,

v.

META PLATFORMS, INC. and META
 PLATFORMS TECHNOLOGIES, LLC,

Defendants.

Case No. 4:22-cv-03892-YGR

JOINT MOTION TO DISMISS

REDACTED

Date: February 20, 2024
Time: 2:00 p.m.
Location: Courtroom 1, 4th Floor
Judge: Hon. Yvonne Gonzalez Rogers

1 TO ALL PARTIES AND COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE THAT on February 20, 2024, at 2:00 p.m., or as soon thereafter as
 3 it may be heard, in the courtroom of Honorable Yvonne Gonzalez Rogers, located at Oakland
 4 Courthouse, Courtroom 1, 4th Floor, 1301 Clay Street, Oakland, California 94612, voluntary plaintiffs
 5 Gentex Corporation (“**Gentex**”) and Indigo Technologies, LLC (“**Indigo**”) (collectively, “**Plaintiffs**”)
 6 and defendants Meta Platforms, Inc. and Meta Platforms Technologies, LLC (collectively,
 7 “**Defendants**” or “**Meta**”), will and do now jointly move pursuant to Federal Rule of Civil Procedure
 8 41(a)(2) to dismiss with prejudice this action for patent infringement.

9 Plaintiffs and Defendants have entered into a settlement agreement (the “**Agreement**”) that
 10 includes, among other things, a full release and covenant not to sue from Plaintiffs regarding the
 11 patents-in-suit. Ex. A at II.1 & II.2. A copy of the Agreement is attached hereto as **Exhibit A**. In the
 12 Agreement, Plaintiffs and Defendants further agree that this action should be dismissed with prejudice
 13 in its entirety. Ex. A at II.4 (*See* “Dismissals” clause). The Agreement [REDACTED]
 14 [REDACTED] December 21, 2023 Term Sheet attached hereto as **Exhibit B** (the “**Term**
 15 **Sheet**”).

16 Involuntary Plaintiff Thales Visionix, Inc. (“**Thales**”) is also a party to the Term Sheet and
 17 agreed to all of its terms. Thales’ Chief Operating Officer signed the Term Sheet, which includes [REDACTED]
 18 [REDACTED]. Ex. B at 4, 6. All parties to the Term Sheet, including Thales, agreed
 19 to dismiss this action with prejudice.¹ Despite executing the Term Sheet, Thales now refuses to add
 20 its signature to a Rule 41(a)(1)(ii) stipulation dismissing this action. Instead, after the Term Sheet was
 21 duly executed by all parties, Thales sent an email purporting to unilaterally void its signature and
 22 rescind the entire Term Sheet. Thales also now opposes this motion to dismiss, although it has offered
 23 no legal basis for maintaining the action or any claims therein. Thus, Plaintiffs and Defendants have
 24 been forced to file this opposed joint motion rather than a stipulation.
 25
 26

27 ¹ The Agreement is between Gentex, Indigo, and Meta; [REDACTED]
 28 [REDACTED] Ex. A at IV.5.

Thales has no legitimate basis to oppose dismissal. Even to the extent Thales takes issue with the validity of the Term Sheet or any impact it may have on Thales, those issues are irrelevant to the claims and defenses in this action, and neither permit maintaining nor provide reason to maintain this action. Gentex is the exclusive field-of-use licensee of all of the patents-in-suit (and Indigo is the former exclusive field-of-use licensee). Gentex, not Thales, asserted all of the claims in this action. Thales was joined involuntarily as a plaintiff as the assignee of the patents, pursuant only to its contractual obligation to participate in an action for patent infringement brought by Gentex. Thales did not sign the Complaint, ECF No. 1, at 39, did not serve any Rule 26(a)(1) initial disclosures, and did not serve infringement or damages contentions. Thales provided verified interrogatory responses in which, [REDACTED]. Ex. C at 20, 27 (“[REDACTED]”); *see also id.* at 25 (“[REDACTED]”). Thales also confirmed that [REDACTED]. *Id.* at 24.

Whatever dispute Thales may now wish to raise about the specifics of the parties’ settlement Term Sheet, or any of Thales’ obligations under it, has no bearing on the rights Plaintiffs granted to Meta in the Agreement or the claims Plaintiffs asserted in this litigation. Thales has not disputed, and cannot dispute, that Plaintiffs can grant, and have granted, to Meta, among other things (1) a full release of Plaintiffs’ claims in this action, and (2) a covenant not to sue, [REDACTED]. Ex. A at II.1 & II.2; Ex. B at 2, 3. Those granted rights are alone sufficient to dismiss this action with prejudice and to deprive the Court of subject-matter jurisdiction over all pending claims.² There are no counterclaims. Thus, Plaintiffs and Meta have settled all of their disputes in this action through the Agreement, which is mutually binding on them, and the Agreement requires dismissal of this action with prejudice. Therefore, there is no

² *See, e.g., Dow Jones & Co., Inc. v. Abblaise Ltd.*, 606 F.3d 1338, 1348 (Fed. Cir. 2010) (concluding covenant not to sue extinguished any current or future case or controversy between the parties and divested the district court of subject matter jurisdiction).

1 basis to delay timely dismissal with prejudice, whether due to the Agreement (as required) or because
2 the only parties with any pending claims in this action have mutually agreed to its dismissal with
3 prejudice.

4 Accordingly, Plaintiffs and Defendants respectfully request that this action be dismissed with
5 prejudice and the case be closed.

Dated: January 12, 2024

Respectfully submitted,

/s/ Adam D. Harber

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*Counsel for Defendants Meta Platforms, Inc.
and Meta Platforms Technologies, LLC*

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-1(i)(3), I hereby attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: January 12, 2024

/s/ Adam D. Harber
Adam D. Harber

